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**VIA ONLINE FILING**

Labor and Workforce Development Agency  
800 Capitol Mall, MIC-55  
Sacramento, CA 95814  
[PAGAfilings@dir.ca.gov](mailto:PAGAfilings@dir.ca.gov)

RE: *Vicente Navarrate vs. Architectural Enterprises, Inc.*

Dear Representative:

This office represents Vicente Navarrate (“**Employee**”) with respect to his claims under the California Labor Code against Architectural Enterprises, Inc. (“**Employer**”).

Employee was employed by Employer as a non-exempt Welder, including working in Employer’s facilities in in Commerce, California, from approximately September 2022, through August 6, 2024.

Employee is informed that Employer is in the business of manufacturing metal products to clients throughout California, including in at least their Commerce facility located at 5821 Randolph Street Commerce, California 90040. Throughout Employee’s employment with Employer, Employee was responsible for cutting and welding metal railings and ladders.

Employee intends to seek penalties for violations of the California Labor Code which are recoverable under California Labor Code section 2698, *et seq.*, the Private Attorneys General Act of 2004 (“**PAGA**”). Employee is seeking penalties on behalf of the State of California and aggrieved non-exempt hourly employees of Employer in the State of California during the one year immediately preceding the filing of this complaint through the present date (“**Aggrieved Employees**”). This letter is being sent in compliance with California Labor Code section 2699.3.

As outlined below and throughout this complaint, Employer violated several of California’s wage and hour laws during Employee’s employment.

## **1. FAILURE TO PROVIDE MEAL PERIODS.**

Employer failed to provide Employee and Aggrieved Employees with all statutorily-mandated meal periods due to Employer's meal period policies/practices that failed to provide Employee and, on information and belief, Aggrieved Employees (1) an uninterrupted meal period of net 30 minutes before the end of their fifth hour of work, and (2) a second uninterrupted meal period of net 30 minutes before the end of their tenth hour of work. Employer's meal period policy and/or practice used a bell system to notify Employee and Aggrieved Employees Plaintiff when they were authorized to start and stop their first meal periods, and Employer's bell schedule uniformly impeded Employee and, on information and belief, Aggrieved Employees from taking meal periods of at least net 30-minutes. For example, Employer's meal period policy and/or practice rang a first bell at 11:00 a.m. to release a first group of employees to take a first meal period, followed by a second bell at 11:25 a.m. which required the first group of employees to cease their meal period (before 30 minutes) and to immediately return to the timeclock to punch-back-in and then to return to their workstation. Employer's meal period policy and/or practice also rang a first bell at 11:30 a.m. to release a second group of employees to take a first meal period, followed by a second bell at 11:55 a.m. which required the second group of employees to cease their meal period (before 30 minutes) and to immediately return to the timeclock to punch-back-in and then to return to their workstation. In addition, Employer's meal period policy and/or practice did not provide Employee and, on information and belief, Aggrieved Employees a first meal period before the end of their fifth hour of work due to the volume of work assigned to employees. In addition, Employer's meal period policies and/or practices did not ring a bell or otherwise relieve Employee and, on information and belief, Aggrieved Employees take a second uninterrupted meal period of at least net 30-minutes before the end of their tenth hour of work during shifts in which they worked in excess of ten hours. Nonetheless, in the event that a required meal period was not in fact provided, Employer never paid Employee and, on information and belief, Aggrieved Employees the meal period premiums required by Labor Code § 226.7.

Accordingly, Employer violated the applicable Wage Orders including but not limited to Wage Order No. 1 (Cal. Code Regs. tit. 8 § 11010(11)(A)), California Labor Code §§ 226.7(a), 512(a) and 1198.

Employee and Aggrieved Employees did not receive the premium pay for the meal periods which were not provided to them. As such, Employer violated the applicable Wage Orders including but not limited to Wage Order 1 (Cal. Code Regs. tit. 8 § 11010(11)(B)), and California Labor Code sections 226.7(b) and 1198.

Employee and Aggrieved Employees will therefore seek PAGA default penalties; Wage Order

Penalties pursuant to paragraph (20)(A) of Wage Order 1; and/or other applicable Wage Orders, and California Labor Code §§ 226.7, 516, 558, 1199; and attorneys' fees and costs.

## **2. FAILURE TO AUTHORIZE AND PERMIT REST PERIODS.**

Employer failed to authorize and permit Employee and Aggrieved Employees to take all required rest periods during their shifts because of Employer's policies and/or practices that failed to authorize and permit Employee and, on information and belief, Aggrieved Employees to take (1) a full, uninterrupted, off-duty rest period of net 10 minutes for every shift lasting three and one-half (3.5) to six (6) hours, and/or (2) two full, uninterrupted, off-duty rest periods of net 10 minutes each for every shift lasting six (6) to ten (10) hours, and/or (3) three full, uninterrupted, off-duty rest periods of net 10 minutes each for every shift lasting more than ten (10) hours, and failed to make a good faith effort to authorize and permit such rest periods in the middle of each work period.

Employer's rest period policy and/or practice used a bell system to notify Employee and Aggrieved Employees when they were authorized to start and stop their first and second rest periods, and Employer's bell schedule uniformly impeded Employee and, on information and belief, Aggrieved Employees from taking rest periods of at least net 10-minutes. For example, Employer's rest period policy and/or practice rang a first bell at 9:00 a.m. to release employees to take a first rest period, followed by a second bell at 9:08 a.m. which required employees to cease their rest period (before 10 minutes) and to return to their work station. Employer's rest period policy and/or practice also rang a first bell at 1:00 p.m. to release employees to take a second rest period, followed by a second bell at 1:08 p.m. which required employees to cease their rest period (before 10 minutes) and to return to their work station. In addition, Employer's rest period policies and/or practices did not ring a bell or otherwise authorize and permit Employee and, on information and belief, Aggrieved Employees to take a third uninterrupted rest period of at least net 10-minutes during shifts in which they worked in excess of ten hours.

Despite Employer's failure to authorize and permit all required rest periods, Employer never provided Employee and Aggrieved Employees with an hour of pay at their regular rate for each rest period violation as required by Labor Code § 226.7.

Accordingly, Employer violated Wage Order No. 1 (Cal. Code Regs. tit. 8 § 11010(12)(A)), California Labor Code sections 226.7(a), 512(a), and 1198.

Despite Employer's failure to authorize and permit all required rest periods due to their uniform and unlawful practices, Employer never provided Employee and Aggrieved

Employees with an hour of pay at their regular rate for each rest period violation as required by Labor Code § 226.7. Accordingly, Employer violated Wage Order 1 (Cal. Code Regs. tit. 8 § 11010(12)(B)) and California Labor Code sections 226.7(b) and 1198.

Employee and Aggrieved employees will therefore seek PAGA default penalties; Wage Order Penalties pursuant to paragraph (20)(A) of Wage Order 1; and/or other applicable Wage Orders, and California Labor Code §§ 226.7, 516, 558, 1199; and attorneys' fees and costs.

### **3. TIMING OF PAYMENT DURING EMPLOYMENT VIOLATIONS.**

As to each pay period, the timing of payments has been violated since Employee and Aggrieved Employees were not paid all the wages they were owed (meal period premium wages, rest period premium wages). Accordingly, Employer violated California Labor Code section 204(a).

Employee and Aggrieved Employees will therefore seek PAGA default penalties and California Labor Code §§ 210, 558.1, and 1199 penalties; and attorneys' fees and costs.

### **4. TIMING OF FINAL PAYMENT UPON TERMINATION.**

Employer failed to timely pay Employee and Aggrieved Employees all wages due at the end of their employments because Employee and Aggrieved Employees were not paid all meal period wages, and rest period wages as set forth herein. Accordingly, Employer violated California Labor Code sections 201 and/or 202.

Employee and Aggrieved Employees will therefore seek PAGA default penalties; California Labor Code §§ 203, 558.1, 1199, and 2699(f)(2) penalties; and attorney's fees and costs.

### **5. PAYCHECK STUB VIOLATIONS.**

The pay stubs provided to Employee and Aggrieved Employees failed to accurately state, among other requirements, (1) total hours worked by employees, (2) the gross and net wages earned, and (3) all applicable rates of pay. Accordingly, Employer violated California Labor Code section 226(a).

Employee and Aggrieved Employees will therefore seek PAGA default penalties; California Labor Code §§ 226(e)(1), 226.3, 558.1, and 1199 penalties; and attorney's fees and costs.

### **6. RECORD KEEPING VIOLATIONS.**

Employer has no accurate records relating to Employee and Aggrieved Employees' meal periods, rest periods, total daily hours worked, total hours worked per payroll period and applicable pay rates.

Accordingly, Employer violated the applicable Wage Orders including but not limited to Wage Order No. 1 (Cal. Code Regs. tit. 8 § 11010(7)(A)); California Labor Code sections 1198, and 1174(d).

Employee and Aggrieved Employees will therefore seek PAGA default penalties; Wage Order Penalties pursuant to paragraph (20)(A) of Wage Order No. 1, and/or other applicable Wage Orders; California Labor Code §§ 558.1, and 1174.5 penalties; and attorneys' fees and costs.

Sincerely,



Sam Sami

**Notice provided to Employer via Certified Mail (9589 0710 5270 2306 0024 95)**

Architectural Enterprises, Inc.  
5821 Randolph Street  
Commerce, California 90040

**Notice provided to Employer via Certified Mail (9589 0710 5270 2306 0025 01)**

Kevin Drake  
Agent for Service of Process for  
Architectural Enterprises, Inc.  
5821 Randolph Street  
Commerce, California 90040